

SECOND ADDENDUM TO COOPERATIVE DEVELOPMENT AGREEMENT

This Second Addendum to Cooperative Development Agreement is entered into by and between the **City of Tiffin, Ohio** (the City), the **Township of Hopewell, Ohio** (the Township) and the **County of Seneca, Ohio** (the County).

Whereas, on October 11, 1999, the parties hereto entered into a Cooperative Development Agreement to provide, among other things, sanitary sewerage and disposal services in the Township in order to promote and support environmental conditions and economic benefits for people in the Township and the City; and

Whereas, in a first Addendum to Cooperative Development Agreement dated December 19, 2019, the parties extended the Cooperative Development Agreement to October 11, 2020; and

Whereas, the parties now desire to extend the Cooperative Development Agreement for a twenty (20) year term subject to the terms below.

In consideration of these premises, and other valuable consideration hereby acknowledged, the parties do hereby agree as follows:

1. The Cooperative Development Agreement dated October 11, 1999 is extended for a period of twenty (20) years from October 11, 2020 to October 1, 2040.
2. Section 7 of the Cooperative Development Agreement is deleted and replaced in its entirety as follows:

Section 7. In the event an area (an Annexed Area) within the Township is annexed to the City during the term of this Agreement, the City shall pay to the Township annually, on each April 15 for a period of fifteen years commencing on April 15 of the second year following the year in which the Annexed Area is annexed, an amount calculated as follows:

- (A) An amount equal to the ad valorem property taxes received by the City in the immediately preceding calendar year from the levy of the City's statutory share of millage within the ten-mill limitation imposed by law on all real property subject to such taxes levied by the City and located within the Annexed Area; plus
- (B) An amount equal to the estate taxes received by the City in the prior calendar year from the tax imposed pursuant to Chapter 5731 of the Revised Code on estates of person domiciled or owning property in the Annexed Area at the time of their deaths; plus

- (C) An amount equal to the amount received by the City from its levy of an excise tax pursuant to Section 5739.08 of Revised Code on transactions by hotels in the Annexed Area.

The City further agrees to notify the Township when it proposes to grant a tax abatement in the Annexed Area and to discuss with the Township the proposed abatement and its effects.

3. Section 8 of the Cooperative Development Agreement is deleted and replaced in its entirety as follows:

Section 8. For each Annexed Area, the County Auditor will provide to the City and the Township annually on each March 15 a statement of the amounts of (A) ad valorem property taxes levied by the City within its statutory share of the ten-mill limitation imposed by law on all real property subject to such taxes levied by the City, which were collected by the County Treasurer and distributed to the City in the immediately preceding calendar year and (B) (i) estate taxes collected by the County Treasurer from the estates of persons domiciled in the Annexed Area at the time of their deaths and distributed to the City pursuant to Section 5731.48 of the Revised Code in the immediately preceding calendar year and (ii) estate taxes distributed to the City pursuant to Section 5731.49 of the Revised Code with respect to property in the Annexed area in the immediately preceding calendar year. For each Annexed Area, the City shall provide to the Township annually on March 15 an accounting of all amounts received by the City from the excise taxes levied by the City on lodging transactions by hotels in the immediately preceding calendar year.

4. Section 11 of the Cooperative Development Agreement is deleted and replaced in its entirety as follows:

Section 11. This Agreement shall take effect on the date of this Agreement and shall remain in effect for a period ending 20 years from the date of this Agreement (the "initial term"), continue thereafter until October 1, 2040 (the "renewal term"), except that the provisions of Sections 7 and 8 of this Agreement shall continue to be effective until April 16 of the seventeenth year following any annexation of property in the Township to the City during the initial and renewal terms. This Agreement may be extended for additional periods beyond the initial and renewal terms as the City, Township and the County may agree in writing from time to time.

In all other respects, the prior Cooperative Development Agreement, except as modified herein, is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of _____, 2020.

Approved as to form:

CITY OF TIFFIN, OHIO

Signature

By _____
Mayor

TOWNSHIP OF HOPEWELL, OHIO

Approved as to form:

By _____
Township Trustee

Signature

Township Trustee

Township Trustee

COUNTY OF SENECA, OHIO

Approved as to form:

By _____
County Commissioner

Signature

County Commissioner

County Commissioner

cap/brent/city-misc/2nd addendum to cooperative development agr.